



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3470194  
Dated/दिनांक : 20-05-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10160001-isg, Bangalore
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	Supply of Rubber Bellows-EPDM (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

**Bid Details/बिड विवरण**

<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In

case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Supply Of Rubber Bellows-EPDM ( 10 pieces )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Suman Banra	505215,AGM (ME)- SG Island Package NTPC Limited, Telangana Super Thermal Power Station, Phase-I (2X800 MW) Ramagundam Village, District: Karimnagar, Telangana (India) Pin: 505215 A/c BHEL-ISG	10	60

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1) **BHEL Enquiry ref. no.** 77/23/6044/ASR
- 2) **Item Work Description:** Supply of Rubber Bellows
- 3) **Project Name:** 2X800 MW NTPC Telangana Project
- 4) **Ship to (Consignee) Address (to be mentioned in Invoice & LR)**

AGM (ME)- SG Island Package

NTPC Limited,

Telangana Super Thermal Power Station, Phase-I (2X800 MW)

Ramagundam Village,

District: Karimnagar,

Telangana (India)

Pin: 505215

A/c BHEL-ISG

GSTIN of NTPC/ Telangana State: 36AAACN0255D1ZZ

Any change in the details shall be provided at the time of dispatch clearance.

#### 5) **Bill to (Billing) Address (to be mentioned in Invoice)**

BHEL-Industrial Systems Group

Post Box No.:1249,

Prof. CNR Rao Circle, IISc Post, Malleswaram,

BANGALORE – 560012

GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB

Any change in the details shall be provided at the time of dispatch clearance.

#### 6) **Scope of Work:** As per Technical Specifications enclosed.

#### 7) **Unloading and Storage at Site:** Not in the scope of the bidder.

#### 8) **Pre-Qualification Requirement:**

Technical PQR:

Bidder should have supplied Rubber bellows for LT bus ducts to any NTPC projects as end customer

Financial PQR-

Average annual financial turnover during the last 3 years (2019-20, 2020-21, 2021-22), should be at least 10 lacs

#### 9) **Insurance**

Insurance including transit insurance shall be arranged by BHEL. Insurance details shall be shared with the successful bidder after placement of order.

The successful bidder shall issue Prior Dispatch intimation to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights).

#### 10) **Guarantee / Warranty period:** 18 months from the date of last supply.

#### 11) **Delivery Period:** The delivery period shall be 2 months from the date of GeM Contract/ Order.

#### 12) **Liquidated Damages for delay in completion: Applicable as per GeM General Terms & Conditions (GTC).**

#### 13) **Dispatch Documents Required (to be furnished by Vendor) for billing/ payment**

- i) Original GST compliant invoice as per GST Act

- ii) Copy of Delivery challan
- iii) Copy of Packing list
- iv) Copy of Receipted LR
- v) Copy of Guarantee certificate
- vi) Copy of Insurance intimation
- vii) Copy of Despatch clearance issued by BHEL
- viii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site
- ix) Screenshot of GST portal/ details confirming payment of GST

BHEL reserves the right to ask for any other document required for processing of bills, the vendor Shall comply with the same.

**14) Price basis**

Price Basis: Firm till completion of contract, Ex-works inclusive of packing & forwarding charges, freight charges, all taxes & duties, levies, cess etc. (as applicable) excluding Goods & Service Tax (GST).

**Bidder to note that price quoted shall be inclusive of packing & forwarding charges, freight charges, all taxes & duties, levies, cess etc. (as applicable) including Goods & Service Tax (GST).**

Ownership of the Plant and Equipment (including spare parts, as applicable) to be supplied shall be transferred to the Purchaser when the Plant and Equipment (including spares, as applicable) are loaded on to the mode of transport to be used to convey the Plant and Equipment (including spares, as applicable) from the works to the site.

Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL. Bidder to note that price quoted for the equipment/ item shall be inclusive of freight charges and the same shall be firm till completion of contract.

In the Unpriced bid format, the bidder to indicate percentage of GST item-wise included in the quoted price.

Type of Contract: Unit Rate

**15) Price Variation Compensation (PVC)/ Over-run Compensation (ORC): Not Applicable**

**16) Order of Precedence of documents:**

- i) **Corrigenda/ addenda (if any)**
- ii) **Buyer added Bid Specific ATC (Buyer Added text based ATC clauses)**
- iii) **Technical Specifications and Documents**
- iv) **GeM Terms and conditions (as per GeM Bid Document)**
- v) **GeM General Terms and Conditions (GTC)**

**17) Payment Timelines shall be as follows:**

Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

**18) C**

**Conflict of Interest among Bidders/ Agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**

- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/ agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2) Indian/foreign agent on behalf of only one principal;

**or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

**19) Details/ Documents to be submitted along with the offer**

Bidder shall submit the details / documents as mentioned in the bid document and checklist. Bidder shall also submit the duly filled in checklist, along with their techno-commercial offer (Part-I).

**20) Basis for rejection of offers:**

- a) Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection.
- b) Offers not qualifying for the Pre Qualification Requirement of the tender shall be liable for rejection.
- c) Offers not qualifying technically/ commercially shall be liable for rejection.
- d) The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendor/s/ bidders.

**21) Other terms & conditions:**

- a) The evaluation currency for this tender shall be INR.
- b) Language of the tender submission of bids shall be English. In case any document of the bidder is in any other language, the duly certified copy of English translation must be enclosed in the offer.
- c) Bidder shall ensure Compliance to e-invoicing, GST, PPP-MII requirements as per extant provisions and guidelines of Govt. of India.
- d) Material will be dispatched only upon prior written intimation by BHEL as per site requirement and project requirement.
- e) In the Buyer added ATC - Inspection clause- Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): sentence - "Fee/Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the Buyer" shall be read as "Fee/Charges taken by the External inspection Agency shall be borne by the Buyer. All other inspection/ testing Fees/ charges including by any external laboratories (as applicable) shall be borne by the bidder".
- f) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.co.in](http://www.bhel.co.in).
- g) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever.

h) All other terms & conditions shall be as per GeM General Terms & Conditions (GTC).

### 3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

AGM (ME)- SG Island Package  
NTPC Limited,  
Telangana Super Thermal Power Station, Phase-I (2X800 MW)  
Ramagundam Village, District: Karimnagar,  
Telangana (India), Pin: 505215

### 5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

### 6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**